

APPENDIX 14

TEMPORARY WATER SERVICE APPLICATION

FOR MARINA COAST WATER DISTRICT USE ONLY

METER DATA Outgoing Meter Information					
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Meter Size	Meter No.	Meter Make	Date Issued	No. Digits	Meter Reading

Meter Issued By: _____ Date: _____

Incoming Meter Information					
Meter Size	Meter No.	Meter Make	Date Returned	No. Digits	Meter Reading

Meter Received By: _____ Date: _____

Description	Code Amount	Amount Paid	Date Received	Date of Passed Inspection	Amount Refunded	Date Refund Returned	Comments
Gate Valve/Meter Deposit	\$650.00						
Water Consumption Deposit	\$1,100.00 Minimum						
Relocate Meter	\$140.00 per Occurrence				N/A	N/A	
Set or Remove Meter	\$140.00				N/A	N/A	
Min. Monthly Service Charge	\$65.00				N/A	N/A	

Please attach calculation

COPIES OF VALID REQUIRED LICENSES, PERMITS AND INSURANCE MUST BE PRESENTED FOR DUPLICATION BY MARINA COAST WATER DISTRICT UPON REQUEST

Print Applicant or Agent's Name

Certification of Applicant and/or
Signature of Applicant's Authorized Agent

Date

THE APPLICANT ACKNOWLEDGES AND REPRESENTS AS FOLLOWS:

1. The Applicant requesting temporary hydrant service must obtain a temporary hydrant permit from marina Coast Water District. As a part of the permitting process the appropriate Fire Department will be informed of the temporary hydrant service by marina Coast Water District prior to the approval of the permit.
2. The Applicant shall attach a map of the proposed hydrant location to this form. Hydrant location shall be approved by the Engineer.
3. The Applicant has received copies of and understands and agrees to comply with the regulations of Marina Coast Water District pertaining to temporary service through fire hydrants.
4. Water service will be subject to the Applicant's compliance with the regulations of the District in effect at that time.
5. The Applicant agrees to indemnify and hold marina coast Water District harmless from and against any damage or claims connected with unilateral service termination by Marina Coast Water District.
6. Damage to the water hydrants, valves or any portion of the water system shall be immediately reported to the Operations and Maintenance Superintendent, Mr. James Derbin, at (831) 384-6131 for repair at the expense of the permit holder.
7. An approved gate valve will be furnished by the District and placed on the outlet of the hydrant to control the flow, and shall not be operated except in a manner which will not cause pressure surges in the main. Direct connection of hoses to hydrant outlets will not be permitted, nor shall the control valves of the hydrants be operated except with the gat valve closed. Hydrant control valves shall not be operated except by Marina Coast Water District personnel.
8. The Applicant shall exercise strict water conservation practices.
9. Water usage shall be metered by Marina Coast Water District at the expense of the Applicant.
10. Marina Coast Water District personnel shall remove any hydrant meter without an appropriately issued and installed Marina Coast Water District lock-out tab.
11. The Applicant shall be required to submit copies of up to date liability and additional Named Insureds and Subrogation Waivers. The Applicant shall furnish certificates of insurance as required by Marina Coast Water District standards. Marina Coast Water District shall be named as Additional Named Insureds. All required insurance policies shall waive all insurers of Contractor subrogation rights against marina Coast Water District.
12. Hydrant connections are permitted if, in the judgment of the District, adequate backflow prevention devices are in place. The Applicant shall install, maintain, and operate a mechanical or other methods or devices approved by the District to protect the water supply from possible contamination to the District's satisfaction. Failure on the part of the Applicant to comply with the District's requirements relative to cross-contamination and backflow prevention will be sufficient reason for discontinuing service until such time as the requirements have been met.
13. Hydrant meters shall be installed so that all hydrant outlets are readily accessible at all times to Fire Agency in the event of a fire.

INDEMNIFICATION AGREEMENTS INSURANCE REQUIREMENTS

AGREEMENTS

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend MCWD, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, MCWD and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of MCWD or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of MCWD or its directors, officers, employees, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- d. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against MCWD or MCWD's directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against MCWD or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse MCWD or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the MCWD, or its directors, officers, employees or authorized volunteers.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the MCWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The MCWD, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or

borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the MCWD, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the MCWD, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the MCWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the MCWD, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the MCWD.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the MCWD.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the MCWD. At the option of the MCWD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the MCWD.

MEC Coverage: All insurance maintained by Contractor shall include coverage for services, work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Consultant related in any way to work performed by it on behalf of the Marina Coast Water District.

Workers' Compensation and Employer's Liability Insurance - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

Responsibility for Work - Until the completion and final acceptance by the MCWD of all the work under and implied by this Agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the MCWD. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The MCWD shall be a named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the MCWD or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the MCWD.

The insurer shall waive all rights of subrogation against the MCWD, its directors, officers, employees, or authorized volunteers.

Evidences of Insurance - Prior to execution of the contract, the Contractor shall file with the MCWD a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Contractor shall, upon demand of the MCWD, deliver to the MCWD such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Administrative Services Manager

Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.